

1 BILL NO. S-85-04-17

2 SPECIAL ORDINANCE NO. S- 62-85

3 AN ORDINANCE approving Contract
4 #408-85, Phase I, Main Sewer
5 Improvement GM, by the City of
6 Fort Wayne by and through its
7 Board of Public Works and Safety
8 and Scheidleman Excavating.

9
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract #408-85, Phase I,
13 Main Sewer Improvement GM, by the City of Fort Wayne by and
14 through its Board of Public Works and Safety and Scheidleman Ex-
15 cavating, is hereby ratified, affirmed and approved in all re-
16 spects. The work under said Contract requires:

17 Beginning at a proposed manhole,
18 being a part of this construction
19 phase, on an existing 30 inch sani-
20 tary sewer located 220+ L.F. East
21 and 35+ L.F. North of the center-
22 line intersection of Ardmore Avenue
and Lower Huntington Road; thence
Westerly along Lower Huntington
Road a distance of 2,475+ L.F. to
a proposed manhole structure which
will be a part of Phase II of this
resolution and located 6+ L.F. North
and 230+ L.F. East of the centerline
intersection of Orchard Ridge Drive
and Lower Huntington Road. Said
main shall be an 18 inch diameter,
sanitary high relief gravity sewer;

23 the Contract price is Two Hundred Twenty-Six Thousand Six Hundred
24 Fifty-Five and 06/100 Dollars (\$226,655.06).

25 SECTION 2. Prior Approval was received from Council
26 with respect to this Contract on March 12, 1985. Two (2) copies
27 of the Contract attached hereto are on file with the City Clerk,
28 and are available for public inspection.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32

1 || Page Two

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

DATE:

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry
seconded by Stev, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	9	—	—	—	—
<u>BRADBURY</u>	✓	—	—	—	—
<u>BURNS</u>	✓	—	—	—	—
<u>EISBART</u>	✓	—	—	—	—
<u>GiaQUINTA</u>	✓	—	—	—	—
<u>HENRY</u>	✓	—	—	—	—
<u>REDD</u>	✓	—	—	—	—
<u>SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

DATE: _____

~~SANDRA E. KENNEDY, CITY CLERK~~

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 162-8
on the 23rd day of April, 1985

ATTEST:

(SEAL)

SANDRA E. KENNEDY CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 24th day of April, 1985,
at the hour of 11:30 o'clock A.M., E.S.T.

~~SANDRA E. KENNEDY CITY CLERK~~

L. RENNEDY, CITY CLERK
Cheif Deputy
City of St. Paul

Approved and signed by me this 25th day of April
1985, at the hour of 9⁰⁰ o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

THIS CONTRACT made and entered into in triplicate this 3rd day of April, 1985, by and between SCHEIDLEMAN EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-2; Phase I

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11141, Sheets 1 thru 20 inclusive and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of Two hundred twenty-six thousand, six hundred fifty-five and 06/100 dollars----- (\$226,655.06).

In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal. (See Exhibit "A")

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work

EXHIBIT "A"
Resolution 408-1985 - Phase I

1.	21" Sewer Pipe	Fifty-Two and 32/100 Dollars	\$ 52.32
2.	16" Concrete Encased D..I. Pipe	Forty-Two and 75/100 Dollars	\$ 42.75
3.	STD. Type I-J MH	One Thousand Five Hundred Sixty-Six and 44/100 Dollars	\$1,566.44
4.	Type V-J MH W/Poured Invert	Two Thousand Two Hundred Sixty- Eight and 95/100 Dollars	\$2,268.95
5.	Type VI MH W/Drop Pipe	One Thousand Eight Hundred Seventy-Six and 57/100 Dollars	\$1,876.57
6.	6" Buiding Sewer Repair	Forty-Two and no/100 Dollars	\$ 42.00
7A.	#53 or #73 Sp. Backfill	Six and no/100 Dollars	\$ 6.00
8A.	Deep STrength Asphalt Street Replacement	Twenty-Two and 72/100	\$ 22.72
9.	1" A-2 Asphalt Street Surface	One and 53/100 Dollars	\$ 1.53
10.	Seeding, Mulch and Fert. (inc. top soil)	One and no/100 Dollars	\$ 1.00
11.	Unstable Soil Excavation	Nine and 75/100 Dollars	\$ 9.75
12.	For Final Connection at MH 8	Five Thousand Three Hundred Twelve and no/100 Dollars	\$5,312.00
13.	12 Gauge Sheet Piling Left in Place	Five and no/100 Dollars	\$ 5.00

provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR.

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 408-85, Phase I,
- B. Instructions to Bidders for Contract No. 408-85, Phase I,
- C. Contractor's Proposal dated January 30, 1985,
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11141 sheets 1 thru 20 inclusive,
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23,

1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,

F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,

G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),

H. Prevailing wage scale,

I. Performance Bond,

J. Labor and Material Payment Bond,

K. Comprehensive Liability Insurance Coverage,

L. Application for road cut permit (City and County)

M. Escrow Agreement,

N. Notice of Award,

O. Notice to Proceed,

P. Change Order,

Q. Notice of Final Acceptance,

R. Special Provisions, and

S. Soil Boring Appendix.

T. Allen County Drainage Board legal drain crossing permits.

U. Addendum No. 1

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

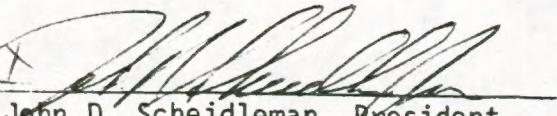
The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract, see special notes: L. page SP/3

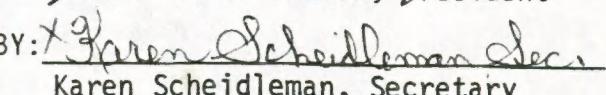
ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the

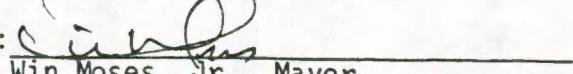
date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

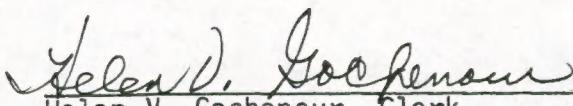
BY: 
John D. Scheidleman, President

BY: 
Karen Scheidleman, Secretary

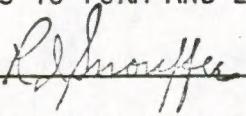
CITY OF FORT WAYNE, INDIANA

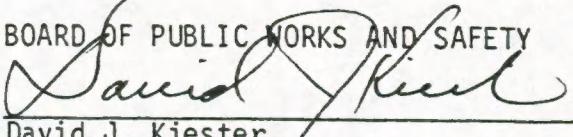
BY: 
Win Moses, Jr., Mayor

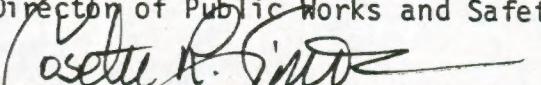
ATTEST:


Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:


R. J. Bouffard
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester,
Director of Public Works and Safety


Casette R. Simon,
Director of Administration and Finance

Lawrence D. Consalvos,
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the _____
day of _____, 19 _____.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 19 85, by and between _____, hereinafter called Escrow Agent, City of Fort Wayne, Indiana, hereinafter called Owner, and SCHEIDLEMAN EXCAVATING, INC., hereinafter called Contractor.

WHEREAS, Owner and Contractor entered into a contract dated _____ day of _____ 19 85, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-16-5.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.
2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - A. In the manner directed by the joint written authorization of the Owner and Contractor.
 - B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect/Engineer's certificate pursuant to Article 2.201e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.
 - C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (B) above, in the manner directed by a certified copy of a judgement of a court or record establishing the rights of the parties to said funds.
4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.
5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:
 - A. A charge of Zero for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement.
 - B. An additional charge of Zero for the second twelve month period such charge to be assessed at the end of the second year or upon termination of the agreement.
 - C. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the Escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Summit Bank
Escrow Agent
By: Jeri L. Hoffman

Contractor
SCHEIDLEMAN EXCAVATING, INC.

Owner
Squid Kiel
Cosette R. Kiel

Its Board of Public Works and Safety
City of Fort Wayne, Indiana

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____, Escrow Agent, to advance to the Contractor the sum of _____ Dollars (\$_____) pursuant to Section 3 of the Escrow Agreement dated _____ day of _____, 19____, by and between the aforementioned parties, including accrued income, less the escrow fee.

CITY OF FORT WAYNE, INDIANA
Owner
By: _____

SCHEIDLEMAN EXCAVATING, INC.
Contractor
By: Jeri L. Hoffman

Its Board of Public Works and Safety

Know all men by these presents, that

Scheidleman Excavating, Inc.

Name of Contractor

6117 Stoney Creek Drive, Fort Wayne, Indiana 46825

Address of Contractor

a Corporation

hereinafter called

Corporation, Partnership, or Individual

Principal, and Transamerica Premier Insurance Company

Name of Surety

17671 Cowan Avenue

Irvine CA 92714

Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an dred, Indiana Municipal Corporation in the penal sum of Two hundred, twenty-six thousand, six ⁰⁶ ₁₀₀ ty-five dollars (\$226,655.06=) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into a certain contract with the City, dated the 3rd Day of April, 19 85, for construction

of: Southwest Interceptor, S-2, Phase 1, Res. #408-85, Sanitary Sewer Extension
All according to Fort Wayne Water Pollution Control Engineering Department
Drawing No. [redacted] through [redacted] and special provisions
and according to the City of Fort Wayne's Specifications and Standard Drawings
and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specification; and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Performance Bond - Page 2

IN WITNESS WHEREOF, this instrument is executed in Six
Numbercounterparts, each one of which shall be deemed an original, this 29th
day of March, 1985.

ATTEST:

Karen Scheidleman Sec.
Principal, secretary

(SEAL)

M. Carol Cason

Witness as to principal

6117 Stoney Creek Drive,

Address

Fort Wayne, Indiana 46825

Scheidleman Excavating, Inc.

Principal

By: John D. Scheidleman (S)
John D. Scheidleman, President

6117 Stoney Creek Drive,

Address

Fort Wayne, Indiana 46825

Transamerica Premier Insurance Company
Surety

ATTEST:

Jammy A. Reifer

(SEAL)

Witness as to Surety

Brimmer & Associates

P.O. Box 5577

Address

Fort Wayne, IN 46895

By:

Judith A. Hope

Attorney-in-Fact

Judith A. Hope

J.M. Wilson Corporation

Address

234 W. Cedar Street

Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Bond will not be signed unless dated per our surety company

jah

408-85, Phase I
Contract No. _____

PAYMENT BOND

Bond NO. TPI 611119

KNOW ALL MEN BY THESE PRESENTS: that

Scheidleman Excavating, Inc.

Name of Contractor

6117 Stoney Creek Drive, Fort Wayne, Indiana 46825

Address of Contractor

Corporation

Corporation, Partnership or Individual] . hereinafter called Principal

and Transamerica Premier Insurance Company

Name of Surety 17671 Cowan Avenue, Irvine, CA 92714

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne and Indiana Municipal Corporation in the penal sum of Two hundred, twenty-six thousand, six hundred, five Dollars (\$226,655.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of April, 1985, for the construction of: Southwest Interceptor S-2, Phase I, Resolution 408-85 Sanitary Sewer Extension

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Payment Bond - page 2

IN WITNESS WHEREOF, this instrument is executed in six counterparts,
 each one of which shall be deemed an original, this 29th day of

March , 19 85.

ATTEST:

Karen Scheidleman Shee
 Principal, Secretary

(SEAL)

M. Carol Acre
 Witness as to Principal

6117 Stoney Creek Drive

Address

Fort Wayne, Indiana 46825

ATTEST:

Jammy A. Rife
 Surety, Secretary

(SEAL)

Witness as to Surety

Brimner & Associates

P.O. Box 5577

Address

Fort Wayne, IN 46895

Scheidleman Excavating, Inc.

Principal

By: John D. Scheidleman (S)
 John D. Scheidleman, President
6117 Stoney Creek Drive

Address

Fort Wayne, Indiana 46825

Transamerica Premier Insurance Company

Surety

By: Judith A. Hope
 Judith A. Hope
 Attorney-in-Fact
 Judith A. Hope
J.M. Wilson Corporation
234 Cedar Street
 Address
Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners should execute bond.

Bond will not be signed unless dated per our surety company

jah

GPA **No 0252**

Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint _____

JUDITH HOPE

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00
ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00

**"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"**

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity, consents of surety and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 27th day of September, A.D. 1984

TRANSAMERICA PREMIER INSURANCE COMPANY

By Jack M. Trapp

State of California

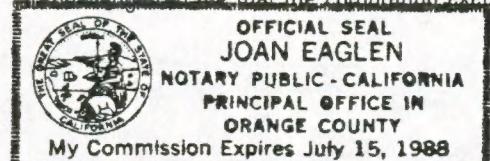
County of Orange

On this 27th day of September

Joan Eaglen

Jack M. Trapp

executed the within instrument as President
acknowledged to me that the corporation executed it.



Joan Eaglen
Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this 29th day of March,

19 85

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF

ATTACHED TO BOND NO. TPT 611119

Secretary

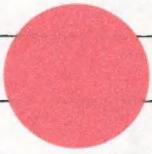
TITLE OF ORDINANCE Contract for Res. #408-85, Phase I, Main Sewer Improvement GM

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-85-04-17

SYNOPSIS OF ORDINANCE Contract for Res. #408-85, Phase I, Main Sewer Improvement

Resolution for GM is as follows: Beginning at a proposed manhole, being a part of this construction phase, on an existing 30 inch sanitary sewer located 220+ L.F. East and 35+ L. F. North of the centerline intersection of Ardmore Avenue and Lower Huntington Road; thence Westerly along Lower Huntington Road a distance of 2,475+ L.F. to a proposed manhole structure which will be a part of Phase II of this resolution and located 6+ L.F. North and 230+ L.F. East of the centerline intersection of Orchard Ridge Drive and Lower Huntington Road. Said main shall be an 18 inch diameter, sanitary high relief gravity sewer. Scheidleman Excavatir is the contractor.

PRIOR APPROVAL RECEIVED 3/12/85



EFFECT OF PASSAGE Sewer to serve location above for GM

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$226,655.06

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

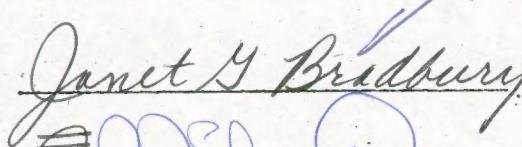
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract #408-85,
Phase I, Main Sewer Improvement GM, by the City of Fort Wayne by and
through its Board of Public Works and Safety and Scheidleman
Excavating

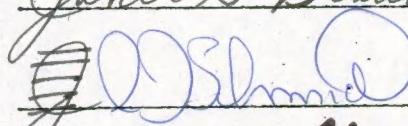
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

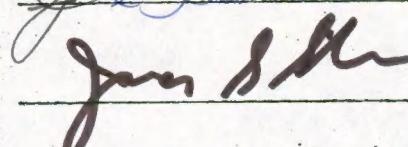
YES

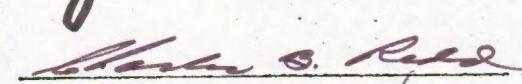
NO


THOMAS C. HENRY
CHAIRMAN


JANET G. BRADBURY
VICE CHAIRWOMAN


DONALD J. SCHMIDT


JAMES S. STIER


CHARLES B. REDD

CONCURRED IN 4-23-85

SANDRA E. KENNEDY
CITY CLERK